



20040902000492860 Pg 1/3 24.50  
Shelby Cnty Judge of Probate, AL  
09/02/2004 14:21:00 FILED/CERTIFIED

8/24

**WHEN RECORDED MAIL TO:**

AmSouth Bank  
Attn: Sheila Cook  
P.O. Box 830734  
Birmingham, AL 35283

20042151106520  
070104701406

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**MODIFICATION OF MORTGAGE**

**THIS MODIFICATION OF MORTGAGE** dated August 19, 2004, is made and executed between **JIMMIE H. CATRETT**, whose address is 3321 AFTON WAY, BIRMINGHAM, AL 35242 and **EILEEN B. CATRETT**, whose address is 3321 AFTON WAY, BIRMINGHAM, AL 35242; husband and wife (referred to below as "Grantor") and **AmSouth Bank**, whose address is 102 Inverness Plaza, Birmingham, AL 35243 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated September 10, 1991 (the "Mortgage") which has been recorded in SHELBY County, State of Alabama, as follows:

RECORDED 91 SEP 24 BOOK 365 PAGE 251-253 AND MODIFIED MAY 15, 1995 RECORDED 06/12/1996 INST # 1996-19008 AND MODIFIED FEBRUARY 20, 1997 RECORDED 04/01/1997 INST # 1997-09896 AND MODIFIED JANUARY 4, 2002 RECORDED 01/30/2002 INST # 2002-05132 AND MODIFIED 8-19-2004 IN SHELBY COUNTY, ALABAMA.

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in SHELBY County, State of Alabama:

See EXHIBIT A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 3321 AFTON WAY, BIRMINGHAM, AL 35242.

**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:

The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from \$93,000 to \$98,000.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED AUGUST 19, 2004.**

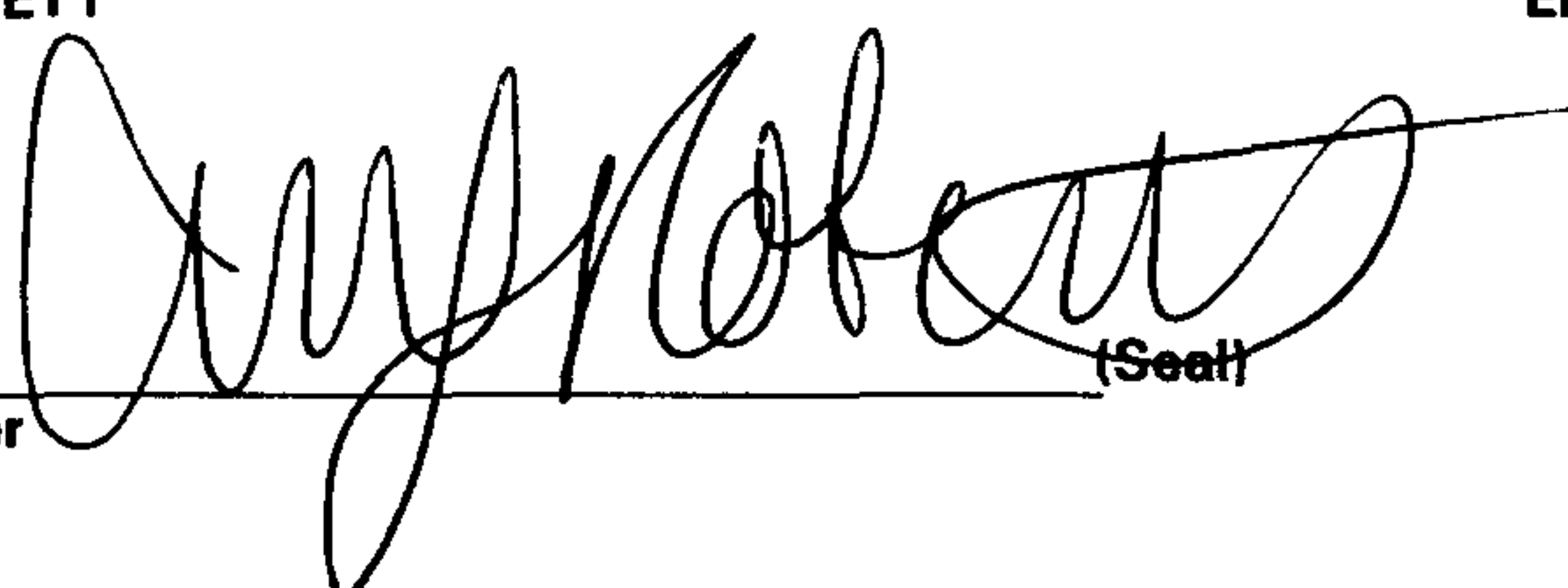
**THIS MODIFICATION IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MODIFICATION IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.**

**GRANTOR:**

X  (Seal)  
JIMMIE H. CATRETT

X  (Seal)  
EILEEN B. CATRETT

**LENDER:**

X  (Seal)  
Authorized Signer

This Modification of Mortgage prepared by:

Name: ANGELA KNIGHT  
Address: P.O. BOX 830721  
City, State, ZIP: BIRMINGHAM, AL 35283

MODIFICATION OF MORTGAGE  
(Continued)

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Ala )  
 ) SS  
COUNTY OF Baldwin )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that **JIMMIE H. CATRETT and EILEEN B. CATRETT, husband and wife**, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day that, being informed of the contents of said Modification, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 19 day of Aug 2004.

[Signature]  
Notary Public

My commission expires My Commission Expires  
March 2, 2005

LENDER ACKNOWLEDGMENT

STATE OF Ala )  
 ) SS  
COUNTY OF Baldwin )

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Amy Roberts a corporation, is signed to the foregoing Modification and who is known to me, acknowledged before me on this day that, being informed of the contents of said Modification of Mortgage, he or she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 19 day of Aug 2004.

[Signature]  
Notary Public

My commission expires My Commission Expires  
March 2, 2005

# Lawyers Title Insurance Corporation

National Headquarters  
Richmond, Virginia

## COMMITMENT FOR TITLE INSURANCE SCHEDULE A – PARAGRAPH 4 – CONTINUED LEGAL DESCRIPTION

Lot 10, Block 3, according to the Survey of Amended Map of Woodford, as recorded in Map Book 8, Page 51A-D, in the Probate Office of SHELBY County, ALABAMA.

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This commitment is invalid unless the Insuring  
Provisions and Schedules A and B are attached.

Commitment No. 60784  
Schedule A – Paragraph 4 – Continued – Page 1